Blackford GIS Signed F Walker 11-8-02 (8)

PROFESSIONAL SERVICES AGREEMENT

COPY

05GIS01

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Schneider"), an Indiana Corporation, and Blackford County, ("Owner"), a County Government on _____, of 2002.

SCHNEIDER
The Schneider Corporation
8901 Otis Avenue
Indianapolis, Indiana 46216-1037
(317) 826-7100

OWNER
Blackford County Commissioners
110 West Washington Street
Hartford City, IN 47348

Owner intends to contract for **GIS Professional Services ("Project")**:

Project Name: GIS Development & Implementation

Common Location: Hartford City, IN

Sec/Twp/Rg: NA

County: Blackford

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Schneider and Owner agree as follows:

1. **Scope of Services.** Schneider shall provide Owner with professional services in connection with the Project as described in Scope of Services (Attachment A). Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.

2. **Schedule of Services.** Schneider shall start and complete work as set forth in the Scope of Services. Schneider shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Schneider's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.

3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Owner shall give Schneider authorizations to proceed prior to Schneider commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.

4. **Owner's Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project. Schneider may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative. (2) Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which Schneider may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Schneider whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.

5. **Payment for Services.** Owner shall compensate Schneider for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion. Subject to approval of Blackford County Council and the Indiana State Board of Tax Commissioners.

6. **Payment Terms.** Owner agrees to pay all fees within 60 days of the date of the claim.

7. Invoicing. Detailed billings will be provided on a monthly basis.
   A. **Fixed Fee** - The invoices will be based on Schneider's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.
   B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.

8. **Term and Termination.** Schneider's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 60 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Schneider shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Schneider and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Schneider shall have the right to terminate this Agreement upon seven days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.

9. **Cost Estimates.** Schneider has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Schneider's opinions of probable total Project costs are made on the basis of Schneider's experience and qualifications and represent Schneider's best judgment as an experienced and qualified professional, familiar with the GIS industry. Schneider cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Schneider.

10. **Assignment.** Neither Schneider nor Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent professional associates and consultants to assist in the performance of the services hereunder, upon prior approval by Owner.

11. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Agreement shall remain the property of Blackford County and the intellectual property of Schneider.

12. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

13. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of twelve pages, constitutes the entire Agreement between Owner and Schneider and supersedes all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

OWNER
Blackford County Board of Commissioners

By: Robert F O'Rourke
Print: ROBERT F O'ROURKE
Title: Blackford County Commissioner
Date:

By: Fred Walker
Print: FRED WALKER
Title: Blackford County Commissioner
Date:

By: Larry Hile
Print: LARRY HILE
Title: Blackford County Commissioner
Date:

Witness:
By: Rollin G. Brown
Print: ROLLIN G. BROWN
Title: BLACKFORD COUNTY AUDITOR
Date:

Schneider
The Schneider Corporation

By: Edward P. Jolliffe
Print: Edward P. Jolliffe
Title: President
Date:

ATTACHMENT A
SCOPE OF SERVICES

PROJECT NAME: **GIS Development & Implementation**

Schneider shall provide Owner with professional and related services in connection with the Project as described below.

The intent of services provided under this contract is to assist Owner with the development and implementation of the County's GIS. This may include data conversion, technical support, programming, consulting, or the generation of GIS layers.

Fixed Fee services (individually quoted for projects that may arise during the course of the year):
- GIS applications development
- GIS layers development
- GIS training classes
- Other GIS services as requested

NOTE: Fixed Fee services require the signing of an Authorization to Proceed before commencement of work.

GIS Project Implementation

Deliverables

The Schneider Corporation will provide the following products and services toward the development and implementation of a Geographic Information System (GIS) for Blackford County. All data layers will be digital, georeferenced to the State Plane NAD 83 coordinate system, units feet; and seamless within and between data layers for the entire project (subject to the availability and quality of the data sources provided to The Schneider Corporation by local project officials). The Schneider Corporation will use the digital and paper map and database sources identified below and provided by the local project officials at the time the project is started. Vector data layers will be delivered in Environmental Systems Research Institute, Inc. (ESRI) compatible format. In the following descriptions of data layers, 'attribute' refers to populating a map layer database with a map feature name or identification number. 'Label' and 'annotation' refers to creating and placing text description in the map view to provide visual information about map features; though some labeling may duplicate attribution, label text is not stored in the map layer database.

1. **Digital Orthophotography Project Management**
   a. Project Management - The Schneider Corporation will manage the digital orthophotography and planimetric conversion project for Owner. This phase includes the following tasks:
      i. Assuming the role of technical point of contact with GRW Technologies.
      ii. Receive, review, and help with acceptance of all products under GRW's contract.
      iii. Blackford County will be copied on all correspondence between Schneider and GRW.
      iv. Blackford County will be expected to participate in making all significant decisions regarding this project.
      v. Quality control of all products. Schneider will review the products throughout the entire project area.
   b. Flight Mission - Schneider will coordinate with GRW to assure that flight parameters are adhered to, including film type, camera type, photo scale, direction of flight, flight line design, and weather conditions. We will maintain communication with GRW to discuss flight scheduling issues.
   c. Image Quality
      i. Review all contact prints to identify obvious errors. Match prints with flight line drawing.
      ii. Foreign particles (dirt / scratches) - Foreign particles will occur but the photos need to be checked to see if they are within tolerance. Scratches would be a result of handling of the film and/or negatives and could be rejected.
      iii. Endlap and overlap – Check that appropriate overlaps exist on the contact prints.

iv. Shadows (clouds) – Checking for clouds in the photography. Also checking adjacent photos to ensure they were flown at the same time of day by comparing shadows.
v. Labeling – Check that prints have the appropriate labels and fiducial markings.
vi. Warp / Distortion – Looking for smeared or stretched areas.
vii. Naturally occurring anomalies (spectral reflectance) – Ensuring that areas such as ponds are adjusted for sunlight reflecting from the surface.
viii. Contrast/brightness - Check the ortho against the contact print to verify that a limited amount of analog dodging was performed. Dodging is the manipulation of the intensity of part of a photograph by selective shading or masking.
ix. Tone or color differences - Check the tones of the mosaicked images to look for inadvertent tonal changes.
x. Missing data (gaps) - This is a result of operator error and is not acceptable. They appear as black or white areas.
xi. Displacement of vertical structures – Check buildings at orthophoto edge lines.
xii. Image mosaicking strategy - Check to see the quality of the orthophoto edge lines. Were the brightness values of the adjoining cells adjusted to match? Is there a hard line? Do the tones match across the lines?

d. Planimetric Features - Schneider will accept delivery of the planimetric features covering the project area from GRW on CD-ROM in Windows format. The files will be delivered in AutoCAD drawing format.
   i. Consistency in data content and adherence to database schema as set forth by Schneider.
   ii. Continuity of data collection effort to support generation of GIS datasets. Linear datasets will be checked for correct segmentation, connectivity, and line quality. Polygonal datasets will be built to check polygon closure.
   iii. Adherence of data sets to the following Quality Control elements: Edgematching, Common Boundaries, Point Duplication, Connectivity, Line Quality, Segmentation, Polygon Closure, Line Criteria, and Topology.
e. Spatial accuracy
   i. Do the photos match the ground control? – Checks to ensure that the GPS points match locations on the orthos.
   ii. Correct scale - Verify that the scale matches the requirements.
f. QC Report
   i. Errors or anomalies on photos and in planimetric features and contours will be marked in a GIS project file that contains the photo index. These marks will contain descriptions of the identified problems. This project file will be submitted to Owner and GRW for discussion to determine the extent of correction needed. Schneider will then manage the revision process for Owner, which will include reviewing products that are edited until they are acceptable.

2. **United State Public land survey (USPLS)**
   a. United State Public land survey (USPLS) section and survey polygon data layers using the Client's existing digital (or photo identifiable paper) section corner monument data provided to The Schneider Corporation at the beginning of the project. In absence of any section corner monument data, photo interpretation will be used.
   b. The section polygon data layer will be attributed with section number.
   c. The survey township polygon data layer will be attributed with tier and range.
3. **County political township polygon data layer**
   a. County political township polygon data layer developed from the digital USPLS data and existing county maps provided to The Schneider Corporation at the beginning of the project.
   b. County political township polygon data layer will be attributed with political township name, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.
4. **Road centerline line data layer attributes**
   a. Roads will be attributed with road name, type, prefix, and suffix; as identified on the most up to date county road map provided to The Schneider Corporation at the beginning of the project.

b. Roads will be attributed with right to and from, and left to and from; as identified on the most up to date county E911 road map containing address ranges provided to The Schneider Corporation at the beginning of the project.
c. Roads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street name, as identified in the attribute database.
d. The Schneider Corporation will compare the final road centerline line data layer attribute table with the Master Street Address Guide (MSAG), provided to The Schneider Corporation at the beginning of the project, and developed a consistency report for the client's review. Any changes that are the result of discrepancies between the data sources provided by the client will be the client's responsibility to correct.

5. **Rights-of-Way polygon data layer**
   a. Rights-of-Way polygon data layer developed from existing client or DOT detailed rights-of-way documents, provided to The Schneider Corporation at the beginning of the project; and uniform width rights-of-way centered on road centerlines or USPLS section lines. Uniform width rights-of-way measurements (66 feet or otherwise) will be determined and identified by the client for The Schneider Corporation prior to the beginning of the project. No attribution or labeling will be completed for the rights-of-way polygon data layer.

6. **Cadastral data layers**
   a. Lot polygon data layer
      i. Lot polygon data layer from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
      ii. Lots will be attributed with Lot Number, as identified on existing tax maps, if available.
      iii. Lots will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the lot number (if available), as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
      iv. Lots will be manually labeled with lot dimensions, as identified on the existing tax maps. Lot dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
   b. Parcel polygon data layer
      i. Parcel polygon data layer, for up to 12,000 point and polygon parcels, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project. Parcels in excess of 12,000 will be billed at $25.00 per parcel.
      ii. Parcels will be attributed with Parcel Number, as identified on existing tax maps or tax/real estate/CAMA databases.
      iii. Parcels will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
      iv. Parcels will be manually labeled with parcel dimensions, as identified on the existing tax maps. Parcel dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
   c. Parcel point data layer
      i. Parcel point data layer, for up to 12,000 point and polygon parcels, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project. Points are used to represent features in the parcel database that have a limited area description or are not correctly represented as polygons, such as buildings on leased land, mobile homes, billboards, and equipment. Parcels in excess of 12,000 will be billed at $25.00 per parcel.
      ii. Parcel points will be attributed with Parcel Number, as identified on existing tax maps or tax/real estate/CAMA databases.
      iii. Parcel points will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will

consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries

d. Block polygon data layer
   i. Block polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
   ii. Blocks will be attributed with Block Number (if available), as identified on existing tax maps or tax/real estate/CAMA databases.
   iii. Blocks will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the block number (if available), as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
   iv. Blocks will be manually labeled with block dimensions, as identified on the existing tax maps. Block dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.

e. Subdivision polygon data layer
   i. Subdivision polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
   ii. Subdivisions will be attributed with Subdivision Name, as identified on existing tax maps or tax/real estate/CAMA databases.
   iii. Subdivisions will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the subdivision name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
   iv. Subdivisions will be manually labeled with subdivision dimensions, as identified on the existing tax maps. Subdivision dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.

7. **Driveway/house location point data layer**
   a. Driveway/house location point data layer developed from the digital orthophotography and existing digital occupancy (911, utility billing, etc.) database, provided to The Schneider Corporation at the beginning of the project, for up to 7,500 location points. Locations in excess of 7,500 will be billed at $2.00 per location.
   b. Points will be placed at the mouth of the driveway, or on the house location in urbanized areas (or where more detail is needed).
   c. Driveway/house location points will be attributed with phone number, as identified in the occupancy database, to serve as the common field to relate the point data layer and the occupancy database together.
   d. Driveway/house location points will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street address number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.

8. **Zoning polygon data layer**
   a. Zoning polygon data layer developed from existing zoning map(s) provided to The Schneider Corporation at the beginning of the project.
   b. The zoning data layer will be attributed with zoning code, as identified on the source maps provided.

9. **Bridge Inventory point data layer**
   a. Bridge point data layer developed from existing database or map records provided to The Schneider Corporation at the beginning of the project.
   b. The bridge data layer will be attributed with bridge code, as identified on the source documents provided, to enable a link to the bridge data collected by the DOT.

10. **Land Use polygon data layer for assessment purposes**
    a. Training on how to develop the land use data layer in house will be provided at the time of project delivery, and is included in the training costs below.

11. **Soils polygon data layer**

a. Soils polygon data layer from NRCS digital sources will be incorporated into the GIS

12. **Project Services**
    a. Project and system design including:
        i. Development of a data dictionary
        ii. Development of a procedures manual
        iii. Project file setup
        iv. On site setup and installation
    b. Training
        i. One, 2 day "Introduction to ArcGIS I" class for up to 10 people at The Schneider Corporation's office at Historic Fort Harrison.
        ii. One, 1 day "Introduction to PMCgis" class for up to 10 people at The Schneider Corporation's office at Historic Fort Harrison.
        iii. Two, 2 day on site customized training sessions for up to 6 people each.
    c. Project management
        i. The setup and configuration of a Project desktop web site, which enables client access to up to date project records, improved communication tools, and ongoing project status reports.
        ii. Daily project administration, with an established client reporting schedule.
    d. Quality Assurance management, including customization of procedures to best fit the client's needs, tax roll reconciliation, and process review.
    e. The development of an integrated ArcIMS web site for public or private use. The web site will be set up with restrictive password controlled access unless or until the client approves public access.
    f. Twelve months of web hosting of the client web site, with statistical usage reports available for site monitoring.
    g. Development of an interactive connection, using the parcel identification number, between the GIS parcel data layer and the CAMA database files to produce point and click access of the CAMA data within the GIS environment. The Schneider Corporation will host password protected web services to allow client staff access to the parcel reports, starting from the time a successful link to parcel tax administration software is established until the last day of the month in which all of the GIS data are installed on site. Certain hardware and software configurations may affect update frequency, and may require additional third party software (not included in the project cost). The update feature requires a dedicated internet access with a minimum speed of 128K.
    h. Consulting
        i. Assistance with communication with other organizations, including:
            1. Drafting of data requests from other organizations.
            2. Drafting of job descriptions for GIS related positions for the client.
            3. Communication of project and product standards with other organizations on the client's behalf.
    i. Metadata files for each layer create or converted by The Schneider Corporation for this project.

13. **Software (all copies will be current shipping versions, for the Windows NT SP6a or 2000 operating system)**
    a. One copy of PCAnyWhere remote access software
    b. One copies of ArcView GIS 8.x, single seat license
    c. One copy of PMCgis 8.1 Navigation extension, single seat license
    d. One copy of PMCgis 8.1 Extended Editing extension, single seat license
    e. Other than the data editor, most users will find the functionality of an integrated ArcIMS web site will serve their needs and lowers the per seat costs for software licensing. There is no maximum limit on the number of users under this implementation.

Deliverables are subject to the following restrictions, cautions and disclaimers:

a. Map features in a Geographic Information System (GIS), including but not limited to public land reference system corners and markers, ownership boundaries, road centerlines and rights-of-way, utility lines and controls, engineering structures, natural resources, and other jurisdictional boundaries are representations of original data sources for purposes of data access and analysis.

b. Digital data in a GIS do not replace or modify site surveys, deeds and other conveyances, original and as built engineering plans, and other original drawings and/or legal documents that establish land ownership, land use, or on-site structure location.
c. No field surveys or records research are undertaken to discover what variations, if any, derived land reference system boundaries deviate from monumented corners of record. Because The Schneider Corporation has no legal authority to determine or assign land title, any derived land reference system boundaries should not be construed as legal documents or evidences of land subdivision.
d. The Schneider Corporation will collaborate with local project officials to procure relevant maps, database files, and other documents needed to deliver the proposed products and services, but will not perform research to locate archived records unless specified as a delivered product or service in Scope of Work.
e. Apparent errors and omissions in data coverages that preclude performance by The Schneider Corporation of the products or services specified in Scope of Work will be reported to the appropriate local project individuals; these reports should not be construed as necessarily being comprehensive or exhaustive. The Schneider Corporation will apply procedures to minimize data errors and discrepancies during the data creation and conversion processes; however final data verification will be the responsibility of OWNER.

To ensure that the above products and services are provided in an accurate, timely, and comprehensive manner, OWNER is expected to provide to The Schneider Corporation at no cost:

a. Originals or high quality copies of available maps, documents, and database files as needed by The Schneider Corporation in order to prepare the digital data sets or other services previously specified.
b. Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to The Schneider Corporation requests for data and system information.
c. Any other materials or services judged by mutual agreement to be appropriate for the GIS project.

Subcontractors

The Schneider Corporation has no plans to subcontract out any portion of the Cadastral Mapping Database, GIS Data, or other aspects of the products and/or services related to those two tasks. The Schneider Corporation will integrate the digital orthophotography provided under separate contract with Blackford County and GRW Aerial Surveys, Inc. (GRW) to provide digital imagery in the County wide GIS.

Participation by Local Officials

To ensure that the above products and services are provided in an accurate, timely, and comprehensive manner, Blackford County is expected to provide to The Schneider Corporation at no cost:

- Originals or high quality copies of available maps, documents, and database files as needed by The Schneider Corporation in order to prepare the digital data sets or other services previously specified.
- Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to The Schneider Corporation requests for data and system information.
- Any other materials or services judged by mutual agreement to be appropriate for the Blackford County GIS project.

Project Length and Completion

Estimated length of this project is 12-18 months from a projected start date of May 1, 2003 [or] from the date all digital orthophotography and planimetrics are delivered to The Schneider Corporation, with a projected completion date of June 30, 2003. This time estimate may change depending on The Schneider Corporation's production schedule. The Schneider Corporation will not be liable for delayed performance caused by the failure of local project officials, agents of the local project officials, or any County subcontractor to supply to The Schneider Corporation data or services in a timely manner; delays in the delivery of the digital orthophoto products; or any other reasons or causes not the fault of The Schneider Corporation.

Changes

As part of the quality control process, The Schneider Corporation will establish a review process with Blackford County. The Schneider Corporation will make any reasonable changes and corrections reported back to The Schneider Corporation within 60 days of the delivery of the final digital data to local project officials. Changes reported after 60 days will be made at The Schneider Corporation's discretion and may be extra cost.

ATTACHMENT B
FEE SCHEDULE

PROJECT NAME: **GIS Development & Implementation**

Owner shall compensate Schneider for services rendered in accordance with the following:

Fixed Fee phases of this project will require an Authorization to Proceed to be signed and submitted before work will begin. Phases not initially authorized by the Owner at the beginning of the project are subject to a new cost estimate after 6 months from the date the contract is signed.

Fixed Fee Schedule

Total cost of products and services: **$205,128.00**
Some costs are based on conversion or creation of a specified number of features as a line item in the 'Products and Services' section of this contract. If the number of features for any line item exceeds that specified in this contract, additional charges at the prevailing unit rate will be assessed.

Schedule of Cost:

Geographic Information System	$186,124.00
Web Hosting and Development	$12,200.00
Ortho Project Management	$6,804.00
Total Project Cost:	**$205,128.00**

After a period of 12 months from the date of this Agreement, all fees remaining under this contract are subject to an increase of up to 6% at the discretion of The Schneider Corporation, and may further be increased by 6% annually thereafter.

DESIGNATION OF OWNER'S REPRESENTATIVE

PROJECT NAME: GIS Development & Implementation

In accordance with Paragraph 4(1) of Schneider's Professional Services Agreement between Owner and Schneider, dated 8/26/02 and _____ respectively, Owner hereby designates Fred Walker to act as Owner's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

✓ No Exceptions

_____ Exceptions (List below)

OWNER

By: Fred Walker

Print: Fred WALKER

Title: Commissioner

Date: 11/8/02

AUTHORIZATION TO PROCEED

PROJECT NAME: **GIS Development & Implementation**

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated 8/26/02 and _____ respectively, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

GIS Development & Implementation

- ✓ Orthophotography Project Management
- ✓ Geographic Information Systems Development & Implementation services
- ✓ GIS Web Site Development & Hosting

~~Subject to approval by the Blackford County Council and Indiana State Board of Tax Commissioners.~~ KSH FW

OWNER

By: Fred Walker

Print: Fred Walker

Title: Commissioner

Date: 11/8/02